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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

PAUL DE LA TORRE and JOSHUA
OGDEN, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

WALGREEN CO. ,

Defendant.

**CLASS ACTION AND REPRESENTATIVE
ACTION**

**COMPLAINT FOR DAMAGES,
EQUITABLE AND INJUNCTIVE RELIEF**

JURY TRIAL DEMANDED

Plaintiffs Paul de la Torre and Joshua Ogden (“Plaintiffs”), through their undersigned attorneys, bring this lawsuit against Walgreen Co. (hereinafter “Walgreen” or “Defendant”) as to their own acts upon personal knowledge, and as to all other matters upon information and belief. In order to remedy the harm arising from Defendant’s illegal conduct, which has resulted in unjust profits, Plaintiffs bring this action on behalf of California consumers specifically defined herein, who purchased either:

- (a) Walgreen “Finest Nutrition” Gingko Biloba
- (b) Walgreen “Finest Nutrition” St. John's Wort
- (c) Walgreen “Finest Nutrition” Ginseng
- (d) Walgreen “Finest Nutrition” Echinacea

INTRODUCTION

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3 1. On February 2, 2015, New York Attorney General Eric T. Schneiderman sent a
4 demand letter to Walgreen Co. President Alexander Gourlay, ordering Walgreen Co. to
5 immediately cease and desist engaging in the sale of adulterated and mislabeled herbal dietary
6 supplements. These products included various Walgreen “Finest Nutrition” supplements,
7 including Walgreen “Finest Nutrition” Gingko Biloba, Walgreen “Finest Nutrition” St. John’s
8 Wort, Walgreen “Finest Nutrition” Ginseng, and Walgreen “Finest Nutrition” Echinacea (“the
9 Misbranded Walgreen “Finest Nutrition” Products”) that either could not be verified to contain the
10 labeled substance, or which were found to contain ingredients not listed on the labels.
11

12 2. Attorney General Schneiderman requested that Walgreen Co. provide detailed
13 information relating to the production, processing and testing of herbal supplements sold at their
14 stores, as well as set forth a thorough explanation of quality control measures in place.
15

16 3. The Attorney General’s letter expressly warned Defendant that, “contamination,
17 substitution and falsely labeling herbal products constitute deceptive business practices and, more
18 importantly, present considerable health risks for consumers.” (Exhibit 1, Attorney General Letter
19 to Walgreen Co.).

20 4. The letter came as DNA testing, performed as part of an ongoing investigation by
21 the Attorney General’s Office, revealed that all of the products purchased by Plaintiffs in this
22 cause tested negative for the ingredient listed on the front of the package.
23

24 5. An expert in DNA barcoding technology, Dr. James A. Schulte II of Clarkson
25 University in Potsdam, N.Y., was hired by the Attorney General’s office to perform the testing.
26

27 6. DNA barcodes are short genetic markers in an organism’s DNA and are used to
28 identify it as belonging to a particular species. Barcodes provide an unbiased, reproducible

1 method of species identification. Barcodes can be used to determine the exact plant species being
2 tested.

3 7. All of the Misbranded Walgreen “Finest Nutrition” Products tested negative for the
4 advertised package contents. In reality, they contained garlic, rice or material originating from the
5 daisy family, and *none* of the ginkgo biloba, St. John's wort, ginseng, or echinacea claimed on the
6 products’ labels.

8 8. Plaintiffs relied on Defendant’s representations that the Misbranded Walgreen
9 “Finest Nutrition” Products were what they purported to be: supplements containing ginkgo
10 biloba, St. John's wort, ginseng, or echinacea. Plaintiffs did not purchase Defendant’s supplement
11 to ingest garlic, rice or material originating from the daisy family.

12 9. Studies conducted by the Centre for Biodiversity Genomics at the University of
13 Guelph and others have previously alerted the dietary supplement industry to the fact that it is not
14 providing the public with authentic products without substitution, contamination or fillers.
15 (Exhibit 1)

16 10. According to Attorney General Schneiderman:

17 “this investigation makes one thing abundantly clear: the old adage ‘buyer beware’ may
18 be especially true for consumers of herbal supplements,” “The DNA test results seem to
19 confirm long-standing questions about the herbal supplement industry. Mislabeling,
20 contamination, and false advertising are illegal. They also pose unacceptable risks to New
21 York families—especially those with allergies to hidden ingredients. At the end of the day,
22 American corporations must step up to the plate and ensure that their customers are getting
23 what they pay for, especially when it involves promises of good health.”

24 11. According to Arthur P. Grollman, M.D., Professor of Pharmacological Sciences at
25 Stony Brook University, “this study undertaken by Attorney General Schneiderman’s office is a
26 well-controlled, scientifically-based documentation of the outrageous degree of adulteration in the
27 herbal supplement industry.”
28

1 12. Using DNA barcoding technology to examine the contents of herbal supplements,
2 the Attorney General focused on what appears to be Defendant's practice of substituting
3 contaminants and fillers in the place of authentic product.

4 13. The testing revealed that all of the retailers were selling a large percentage of
5 supplements for which modern DNA barcode technology could not detect the labeled botanical
6 substance.

7 14. If the producers of herbal supplements fail to identify all the ingredients on a
8 product's label, a consumer with food allergies, or who is taking medication for an unrelated
9 illness, is taking a potentially serious health risk every time a contaminated herbal supplement is
10 ingested.

11 15. Plaintiffs did not purchase Defendant's supplements to assume these risks and
12 would not have purchased Defendant's products if they had known they were contaminated and
13 potentially dangerous.

14 16. The Misbranded Walgreen "Finest Natural" Products were and are worthless as a
15 matter of law, failing to contain any of the advertised ingredients. A full return of the purchase
16 price is warranted for the purchase of these supplements.

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20 **PARTIES**

21 17. Plaintiff Paul de la Torre is a resident of Los Gatos, California, who purchased
22 Defendant's misbranded and adulterated products in California during the four (4) years prior to
23 the filing of this Complaint (the "Class Period"). Specifically, Plaintiff purchased the following of
24 Defendant's misbranded and adulterated products: Walgreen "Finest Nutrition" Gingko Biloba,
25 Walgreen "Finest Nutrition" St. John's Wort, Walgreen "Finest Nutrition" Ginseng, and Walgreen
26 "Finest Nutrition" Echinacea.
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1 St. John's Wort, but instead contains oryza, allium (garlic), and dracaena (a tropical house plant);
2 Walgreen "Finest Nutrition" Ginseng contains no ginseng, but instead contains allium and oryza;
3 and Walgreen "Finest Nutrition" Echinacea contains no echinacea, but instead contains allium and
4 oryza.

5
6 31. In other words, while Defendant purports to sell its customers herbal supplements, the
7 supplements are a sham, containing none of the active ingredient promised in the product's name
8 and on the label.

9 32. The adulterated and misbranded Walgreen "Finest Nutrition" Products are worthless.

10 33. A reasonable purchaser would believe that Defendant's products did in fact contain
11 the ingredients listed on the labels.

12 34. A reasonable purchaser would believe that Defendant's Walgreen "Finest Nutrition"
13 Ginkgo Biloba actually contained ginkgo biloba.

14 35. A reasonable purchaser would believe that Defendant's Walgreen "Finest Nutrition"
15 St. John's Wort actually contained St. John's wort.

16 36. A reasonable purchaser would believe that Defendant's Walgreen "Finest Nutrition"
17 Ginseng actually contained ginseng.

18 37. A reasonable purchaser would believe that Defendant's Walgreen "Finest Nutrition"
19 Echinacea actually contained echinacea.

20 38. Plaintiffs reasonably relied on Defendant's package labeling of its Misbranded
21 Walgreen "Finest Nutrition" Products.

22 39. At point of sale, Plaintiffs did not know, and had no reason to know, that Defendant's
23 Misbranded Walgreen "Finest Nutrition" Products were misbranded and adulterated as set forth
24 herein. Plaintiffs would not have bought the Misbranded Walgreen "Finest Nutrition" Products had
25 they known the truth that the products contained none of the ingredients listed on the front of
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1 package label.

2 40. As a result of Defendant's misrepresentations of content, Plaintiffs and thousands of
3 others in California purchased the products at issue.

4 41. Defendant's labeling as alleged herein is false and misleading and designed to
5 increase sales of the products at issue.
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7 **CLASS ACTION ALLEGATIONS**

8 42. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil
9 Procedure 23(b)(2) and 23(b)(3) on behalf of the following classes:

10 **California Class:** All persons in the state of California who, within the
11 last four years, purchased any of Defendant Walgreen "Finest
12 Nutrition" products including:

- 13 (a) Walgreen "Finest Nutrition" Gingko Biloba
- 14 (b) Walgreen "Finest Nutrition" St. John's Wort
- 15 (c) Walgreen "Finest Nutrition" Ginseng
- 16 (d) Walgreen "Finest Nutrition" Echinacea

17 43. The following persons are expressly excluded from the Class: (1) Defendant and its
18 subsidiaries and affiliates; (2) all persons who make a timely election to be excluded from the
19 proposed Class; (3) governmental entities; and (4) the Court to which this case is assigned and its
20 staff.

21 44. This action can be maintained as a class action because there is a well-defined
22 community of interest in the litigation and the proposed Class is easily ascertainable.

23 45. **Numerosity:** Based upon Defendant's publicly available sales data with respect to
24 the misbranded products at issue, it is estimated that the Class numbers in the thousands, and that
25 joinder of all Class members is impracticable.

26 46. **Common Questions Predominate:** This action involves common questions of law
27 and fact applicable to each Class member that predominate over questions that affect only
28 individual Class members. Thus, proof of a common set of facts will establish the right of each

1 Class member to recover. Questions of law and fact common to each Class member include, for
2 example:

3 a. Whether Defendant engaged in unlawful, unfair or deceptive business practices by
4 failing to properly package and label its Misbranded Walgreen “Finest Nutrition” Products
5 sold to consumers;

6 b. Whether the Misbranded Walgreen “Finest Nutrition” Products are worthless;

7 c. Whether Plaintiffs and the Class are entitled to equitable and/or injunctive relief;

8 d. Whether Defendant’s unlawful, unfair and/or deceptive practices harmed Plaintiffs
and the Class; and

9 e. Whether Defendant was unjustly enriched by its deceptive practices.

10 47. Typicality: Plaintiffs’ claims are typical of the claims of the Class because Plaintiffs
11 bought Defendant’s Misbranded Walgreen “Finest Nutrition” Products during the Class Period.
12 Defendant’s unlawful, unfair, and/or fraudulent actions concern the same business practices
13 described herein irrespective of where they occurred or were experienced. Plaintiffs and the Class
14 sustained similar injuries arising out of Defendant’s conduct in violation of California law. The
15 injuries of each member of the Class were caused directly by Defendant’s wrongful conduct. In
16 addition, the factual underpinning of Defendant’s misconduct is common to all Class members and
17 represents a common thread of misconduct resulting in injury to all members of the Class.
18 Plaintiffs’ claims arise from the same practices and course of conduct that give rise to the claims of
19 the Class members and are based on the same legal theories.

20 48. Adequacy: Plaintiffs will fairly and adequately protect the interests of the Class.
21 Neither Plaintiffs nor Plaintiffs’ counsel have any interests that conflict with or are antagonistic to
22 the interests of the Class members. Plaintiffs have retained highly competent and experienced class
23 action attorneys to represent their interests and those of the members of the Class. Plaintiffs and
24 Plaintiffs’ counsel have the necessary financial resources to adequately and vigorously litigate this
25 class action, and Plaintiffs and counsel are aware of their fiduciary responsibilities to the Class
26 members and will diligently discharge those duties by vigorously seeking the maximum possible
27 recovery for the Class.
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1 49. Superiority: There is no plain, speedy, or adequate remedy other than by
2 maintenance of this class action. The prosecution of individual remedies by members of the Class
3 will tend to establish inconsistent standards of conduct for Defendant and result in the impairment
4 of Class members' rights and the disposition of their interests through actions to which they were
5 not parties. Class action treatment will permit a large number of similarly situated persons to
6 prosecute their common claims in a single forum simultaneously, efficiently, and without the
7 unnecessary duplication of effort and expense that numerous individual actions would engender.
8 Further, as the damages suffered by individual members of the Class may be relatively small, the
9 expense and burden of individual litigation would make it difficult or impossible for individual
10 members of the Class to redress the wrongs done to them, while an important public interest will be
11 served by addressing the matter as a class action. Class treatment of common questions of law and
12 fact would also be superior to multiple individual actions or piecemeal litigation in that class
13 treatment will conserve the resources of the Court and the litigants, and will promote consistency
14 and efficiency of adjudication.

15 50. The prerequisites to maintaining a class action for injunctive or equitable relief
16 pursuant to FED. R. CIV. P. 23(b)(2) are met as Defendant has acted or refused to act on grounds
17 generally applicable to the Class, thereby making appropriate final injunctive or equitable relief
18 with respect to the Class as a whole.

19 51. The prerequisites to maintaining a class action pursuant to FED. R. CIV. P. 23(b)(3)
20 are met as questions of law or fact common to class members predominate over any questions
21 affecting only individual members, and a class action is superior to other available methods for
22 fairly and efficiently adjudicating the controversy.

23 52. Plaintiffs and Plaintiffs' counsel are unaware of any difficulties that are likely to be
24 encountered in the management of this action that would preclude its maintenance as a class action.

25 53. For each of the nine cause of actions herein alleged *infra*, Plaintiffs hereby reallege
26 and incorporate the foregoing paragraphs.
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FIRST CAUSE OF ACTION
Business and Professions Code § 17200, *et seq.*
Unlawful Business Acts and Practices

54. Defendant's business practices as described herein are unlawful under § 17200, *et seq.* by virtue of Defendant's violations of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*

55. Plaintiffs and the Class were injured as a result of Defendant's unlawful acts and practices.

56. Defendant sold to Plaintiffs and the Class products that were not capable of being sold legally, and which have no economic value.

57. Plaintiffs and the Class paid for worthless products they otherwise would not have bought.

58. As a result of Defendant's unlawful business practices, Plaintiffs and the Class, pursuant to Business and Professions Code § 17203, are entitled to an order enjoining such future conduct and such other orders and judgments which may be necessary to disgorge Defendant's ill-gotten gains and to restore to any Class member any money paid for the Misbranded Walgreen "Finest Nutrition" Products.

SECOND CAUSE OF ACTION
Business and Professions Code § 17200, *et seq.*
Unfair Business Acts and Practices

59. Defendant's conduct as set forth herein constitutes unfair business acts and practices.

60. As set forth above, Defendant engaged in deceptive marketing, advertising, packaging, and labeling of the Misbranded Walgreen "Finest Nutrition" Products

61. Plaintiffs and the Class were injured as a result of Defendant's unfair acts and practices.

1 62. Defendant sold to Plaintiffs and the Class products that were not capable of being
2 legally sold and that have no economic value.

3 63. Plaintiffs and the Class who purchased the Misbranded Walgreen “Finest
4 Nutrition” Products had no way of reasonably knowing that the products were misbranded and
5 were not properly labeled, and thus could not have reasonably avoided injury.
6

7 64. A reasonable consumer would have relied on Defendant’s representations.

8 65. The consequences of Defendant’s conduct outweigh any justification, motive or
9 reason therefor.

10 66. As a result of Defendant’s conduct, Plaintiffs and the Class, pursuant to Business
11 and Professions Code § 17203, are entitled to an order enjoining such future conduct by
12 Defendant, and such other orders and judgments which may be necessary to disgorge
13 Defendant’s ill-gotten gains and restore any money paid for the Misbranded Walgreen “Finest
14 Nutrition” Products.
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17 **THIRD CAUSE OF ACTION**
18 **Business and Professions Code § 17200, *et seq.***
19 **Fraudulent Business Acts and Practices**

20 67. Defendant’s conduct as set forth herein constitutes fraudulent business practices
21 under California Business and Professions Code § 17200, *et seq.*

22 68. Defendant’s misleading packaging and labeling of the Misbranded Walgreen
23 “Finest Nutrition” Products were likely to deceive reasonable consumers.

24 69. As set forth above, Plaintiffs and members of the Class were deceived.

25 70. As set forth above, Defendant engaged in fraudulent business acts and practices.

26 71. Plaintiffs and the Class were injured by Defendant’s fraudulent acts and practices.
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1 79. Defendant prepared and distributed within California via product labeling
2 statements that misleadingly and deceptively represented the composition and nature of
3 Misbranded Walgreen “Finest Nutrition” Products.

4 80. Plaintiffs and the Class were the intended targets of such representations.

5 81. Plaintiffs and the Class reasonably relied on Defendant’s representations.

6 82. Defendant’s conduct in disseminating misleading and deceptive statements in
7 California Plaintiffs and the Class was and is likely to deceive reasonable consumers by
8 obscuring the true composition and nature of Misbranded Walgreen “Finest Nutrition” Products
9 in violation of the “misleading prong” of California Business and Professions Code § 17500, *et*
10 *seq.*

11 83. Plaintiffs and the Class were injured as a result of Defendant’s acts and practices.

12 84. As a result of Defendant’s violations of the “misleading prong” of California
13 Business and Professions Code § 17500, *et seq.*, Defendant has been unjustly enriched at the
14 expense of Plaintiffs and the Class.

15 85. Plaintiffs and the Class, pursuant to Business and Professions Code § 17535, are
16 entitled to an order enjoining such future conduct by Defendant, and such other orders and
17 judgments which may be necessary to disgorge Defendant’s ill-gotten gains and restore any
18 money paid for Misbranded Walgreen “Finest Nutrition” Products by Plaintiffs and the Class.

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22 **FIFTH CAUSE OF ACTION**
23 **Business and Professions Code § 17500, *et seq.***
24 **Untrue Advertising**

25 86. Plaintiffs assert this cause of action against Defendant for violations of California
26 Business and Professions Code § 17500, *et seq.*, regarding untrue advertising.

27 87. Defendant offered its Misbranded Walgreen “Finest Nutrition” Products for sale
28 to Plaintiffs and the Class by way of labeling.

1 88. As set forth above, these materials misrepresented or omitted the true contents
2 and nature of the Misbranded Walgreen “Finest Nutrition” Products.

3 89. Defendant’s labeling inducements were made in California and come within the
4 definition of advertising contained in Business and Professions Code §17500, *et seq.* where the
5 product labels are intended as inducements to purchase the Misbranded Walgreen “Finest
6 Nutrition” Products, and are statements disseminated by Defendant to Plaintiffs and the Class.

7 90. Defendant knew, or in the exercise of reasonable care, should have known, that
8 these statements were untrue and/or misleading.

9 91. As set forth above, Defendant prepared and distributed in California via product
10 packaging and labeling, statements that falsely advertise the composition of the Misbranded
11 Walgreen “Finest Nutrition” Products, and falsely misrepresented the nature of the Misbranded
12 Walgreen “Finest Nutrition” Product.

13 92. Plaintiffs and the Class were the intended targets of such representations.

14 93. Defendant’s conduct in disseminating untrue label advertising throughout
15 California deceived Plaintiffs and members of the Class by obfuscating the contents, nature and
16 quality of the Misbranded Walgreen “Finest Nutrition” Products in violation of the “untrue
17 prong” of California Business and Professions Code § 17500.

18 94. Plaintiffs and the Class reasonably relied on Defendant’s representations.

19 95. As set forth herein, a reasonable consumer would have relied on Defendant’s
20 representations.

21 96. Plaintiffs and the Class were injured as a result of Defendant’s acts and practices.

22 97. As a result of Defendant’s violations of the “untrue prong” of California Business
23 and Professions Code § 17500, *et seq.*, Defendant has been unjustly enriched at the expense of
24 Plaintiffs and the Class.
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1 98. Plaintiffs and the Class, pursuant to Business and Professions Code § 17535, are
 2 entitled to an order enjoining such future conduct by Defendant, and such other orders and
 3 judgments which may be necessary to disgorge Defendant's ill-gotten gains and restore any
 4 money paid for Misbranded Walgreen "Finest Nutrition" Products by Plaintiffs and the Class.

5
 6 **SIXTH CAUSE OF ACTION**
 Consumer Legal Remedies Act, Cal. Civ. Code §1750, et seq.

7 99. Defendant's actions, representations, and conduct have violated, and continue to
 8 violate the CLRA, because they extend to transactions that are intended to result, or which have
 9 resulted, in the sale of goods or services to consumers.

10 100. Defendant sold Misbranded Walgreen "Finest Nutrition" Products in California
 11 during the Class Period.

12 101. Plaintiffs and members of the Class are "consumers" as that term is defined by the
 13 CLRA in Cal. Civ. Code §1761(d).

14 102. Misbranded Walgreen "Finest Nutrition" Products are "goods" within the
 15 meaning of Cal. Civ. Code §1761(a).

16 103. By engaging in the conduct set forth herein, Defendant violated and continues to
 17 violate Section 1770(a)(5), of the CLRA, because Defendant's conduct constitutes unfair
 18 methods of competition and unfair or fraudulent acts or practices in that they misrepresent the
 19 particular ingredients, characteristics, uses, benefits and quantities of the goods.

20 104. By engaging in the conduct set forth herein, Defendant violated and continues to
 21 violate Section 1770(a)(7) of the CLRA, because Defendant's conduct constitutes unfair
 22 methods of competition and unfair or fraudulent acts or practices in that it misrepresents the
 23 particular standard, quality or grade of the goods.

24 105. By engaging in the conduct set forth herein, Defendant violated and continues to
 25 violate Section 1770(a)(9) of the CLRA, because Defendant's conduct constitutes unfair
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1 methods of competition and unfair or fraudulent acts or practices in that it advertises goods with
2 the intent not to sell the goods as advertised.

3 106. By engaging in the conduct set forth herein, Defendant has violated and continue
4 to violate Section 1770(a)(16) of the CLRA, because Defendant's conduct constitutes unfair
5 methods of competition and unfair or fraudulent acts or practices in that it represents that a
6 subject of a transaction has been supplied in accordance with a previous representation when
7 they have not.
8

9 107. Plaintiffs and the Class were injured as a result of Defendant's acts and practices.

10 108. Plaintiffs request that the Court enjoin Defendant from continuing to employ the
11 unlawful methods, acts and practices alleged herein pursuant to Cal. Civ. Code § 1780(a)(2).
12

13 109. If Defendant is not restrained from engaging in these practices in the future,
14 Plaintiffs and the Class will continue to suffer harm.

15 110. In this Complaint, Plaintiffs are not seeking damages pursuant to the CLRA.
16 Plaintiffs will amend this Complaint to request damages, after providing Defendant with notice
17 pursuant to Cal. Civ. Code § 1782.

18 **SEVENTH CAUSE OF ACTION**
19 **Breach of Implied Warranty of Merchantability**

20 111. Implied in the purchase of Misbranded Walgreen "Finest Nutrition" Products by
21 Plaintiffs and the Class is the warranty that the purchased products are legal and can be lawfully
22 resold.
23

24 112. Defendant knowingly and intentionally misbranded and adulterated the
25 Misbranded Walgreen "Finest Nutrition" Products.

26 113. Defendant knew or should have known that those Misbranded Walgreen "Finest
27 Nutrition" Products were illegal.
28

124. These breaches resulted in damages to Plaintiffs and other members of the Class who bought Misbranded Walgreens “Finest Nutrition” Products but did not receive the good as warranted.

125. As a proximate cause of Defendant’s breaches of warranties, Plaintiffs and the other Class members have suffered damages in an amount to be determined at trial.

NINTH CAUSE OF ACTION
Unjust Enrichment

126. Plaintiffs repeat and reallege each of the above allegations as if fully set forth herein.

127. As a result of Defendant’s unlawful and deceptive actions described above, Defendant was unjustly enriched at the expense of Plaintiffs and the Class through the payment of the purchase price for the Misbranded Walgreens “Finest Nutrition” Products.

128. Under the circumstances, it would be against equity and good conscience to permit Defendant to retain the ill-gotten benefits that it received from Plaintiffs and the Class.

JURY DEMAND

Plaintiffs hereby demand a trial by jury of their claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, and on behalf of the general public, pray for judgment against Defendant as follows:

A. For an order certifying this case as a class action and appointing Plaintiffs and their counsel to represent the Class;

B. For an order awarding, as appropriate, damages, restitution or disgorgement to Plaintiffs and the Class for all causes of action;

C. For an order requiring Defendant to immediately cease and desist from selling its Misbranded Walgreen “Finest Nutrition” Products in violation of law; enjoining Defendant from continuing to manufacture, label, market, advertise, distribute, and sell these products in the

1 unlawful manner described herein; and ordering Defendant to engage in corrective action;

- 2 D. For all injunctive relief pursuant to Cal. Civ. Code § 1780;
- 3 E. For an order awarding attorneys' fees and costs;
- 4 F. For an order awarding punitive damages;
- 5 G. For an order awarding pre-and post-judgment interest; and
- 6 H. For an order providing such further relief as this Court deems proper.
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8 Dated: February 4, 2015

9 Respectfully submitted,

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